

General Terms and Conditions

I. General Terms – Scope of Application

1. The following General Terms and Conditions shall apply to all business transactions entered into by and between our company and the customer. The respective valid version applicable at the time of conclusion of the contract shall be deemed to be prevailing.

2. The term consumer means a consumer in the sense of the Consumer Protection Act (KSchG) and shall thus refer to a natural person or legal entity who does not act as an entrepreneur.

Entrepreneurs shall be deemed to be natural persons or legal entities or business partnerships having legal capacity for whom the relevant contract constitutes an integral part of their entrepreneurial business transactions. Enterprises shall be deemed to be any organisation established for the purpose of long-term independent economic operation even though they may not be of a profit-oriented nature.

Customers shall be deemed to be both consumers and entrepreneurs.

3. Any deviating, contrary or supplementary General Terms and Conditions shall not become an integral part of this Contract even if they were known to the parties unless their effectiveness has been explicitly agreed upon in writing by the parties to this Contract.

II. Conclusion of Contract

1. Our offers are subject to confirmation and shall be deemed to be non-binding. Any illustrations, drawings, measures, weights and colour shades shall be deemed to be prevailing insofar as they have been defined by us as being binding. We shall reserve the right to make any technical or other modifications within the scope of what is reasonable.

2. Upon placing an order with us, the customer shall express his or her intention of accepting the contractual offer. Where any goods have been ordered via electronic mail, we agree to confirm the receipt of the customer's order immediately. The confirmation of the receipt shall not constitute a binding acceptance of the order. The confirmation of the order receipt shall only constitute a declaration of acceptance if so explicitly expressed by us.

3. We shall be entitled to accept the contractual offer contained in the order within two weeks from said order placement. Where any goods have been ordered via electronic mail, we shall be entitled to accept the ordered items within three business days after receipt of said goods has taken place. We shall be entitled to refuse the acceptance of the order, e.g. in cases when a check of the customer's

creditworthiness has taken place. We shall be entitled to restrict the placed order to small quantities.

4. The conclusion of contract with entrepreneurs shall be executed subject to reservation that a non-performance or partial performance may be chosen where oneself may not obtain correct or proper supplies and delivery. In the event of non-availability or partial availability of the performance, the entrepreneur shall be notified immediately. Any counter-performance made shall be refunded immediately.

5. In cases where the consumer may have ordered the goods via electronic mail, the text of the contract shall be saved by us and shall, including the duly valid and legally binding General Terms and Conditions, further be submitted to the customer via email after the conclusion of the contract has taken place.

III. Right of Withdrawal

1. The consumer shall be entitled to withdraw from the contract applicable hereof and in accordance with clause § 5 e KSchG within seven business days from the date of receipt of the delivered items at the consumer's address. The withdrawal shall not require any indication of reasons but shall be made in written form; timely dispatch of the goods shall suffice for compliance with the time-limit. Any payments that may already have been made shall be remitted to the bank account indicated by the consumer.

2. When exercising his or her right of withdrawal, the consumer shall be obliged to return the consignment of the goods in an unopened and originally packed state (shrink-wrapped in transparent plastic sheeting). In the event of a return consignment in an opened and/or not originally packed state, we shall be entitled to refuse acceptance of the returned goods and may re-send them to the consumer at his or her cost.

When exercising his or her right of withdrawal, the consumer shall bear the cost of the return consignment.

The return consignment shall be addressed to:

TEWO
Oberer Markt 22
A -8551 Wies
Austria

IV. Terms of Payment

1. All prices offered shall be deemed to be current prices and are subject to revocation. Any indication of prices shall be subject to confirmation. The prices include the statutory VAT.

In cases of mail-order sale, a shipping and handling flat rate shall be added to the indicated price.

The customer may make the payment plus the additional shipping and handling flat rate either by means of

- a) C.O.D. (cash on delivery) or
- b) Paypal or
- c) advance bank transfer.

However, we shall reserve the right to exclude certain payment options.

2.

Bank details:

Steiermärkische Bank und Sparkassen AG

Bank routing number 20815

Account No. 00001-076116

IBAN: AT402081500001076116

BIC: STSPAT2G

3. The entrepreneur shall only be entitled to a set-off, if his or her counterclaims have been legally established or have been acknowledged by our company.

The consumer shall only be entitled to a set-off in the event of an insolvency of our company or where this may involve counterclaims related to a legal context with the liabilities of the consumer that have been legally established or have been acknowledged by our company.

The entrepreneur shall not be entitled to a retention of payments.

V. Delivery

In the event of C.O.D. shipment, the ordered goods shall be dispatched within 3 days immediately after receipt of the invoiced amount on the indicated bank account has taken place where cash in advance or bank collection has been made.

VI. Passing of the Risk

1. The risk of accidental loss and accidental deterioration of the goods shall, in the case of the customer, pass on to the customer upon delivery, and, where mail-order sale has been made, said risk shall pass on to the customer upon delivery of the goods to the freight carrier, forwarding agent or any other person or organization who may be responsible for executing the shipment of the goods.

2. The delivery shall be made regardless of any delay in acceptance caused by the customer.

VII. Warranty

1. The customer may, as a general rule, decide at his or her choice whether remedying/subsequent improvement or a replacement of the goods shall take place. We shall be entitled to refuse the chosen remedial measure if it turns out to be impossible or if such remedy would, compared to the other remedying, lead to an unreasonable high expenditure and cost for our company.

Where entrepreneurs are affected by defects of goods, we shall assume warranty at our choice either by means of remedying or replacement.

2. Should any remedying turn out to be impossible, unreasonable or impracticable, then the customer may, as a general rule, decide at his or her choice whether he or she prefers a reduction in price or, where only slight or minor defects are involved, a repudiation of the contract.

3. Entrepreneurs shall be obliged to examine the delivered goods for defects immediately upon acceptance of the goods and shall report such defects to our company in writing within a week from receipt of the goods; the assertion of any warranty claims shall otherwise be excluded.

Any undisclosed defects shall be reported to us in writing within one week from their identification.

Timely dispatch shall suffice for compliance with the time-limit.

The entrepreneur shall be obliged to assume and produce the full burden of proof for any prerequisites of claims which shall in particular apply to the defect, the time of the defect's identification and for timeliness of the notification of the defects.

4. The warranty period for consumers shall comprise two years from the delivery of the goods.

The warranty period for entrepreneurs shall comprise one year from the delivery of the goods.

5. We shall not assume any guarantees towards our customers in a legal sense. This shall not affect any manufacturer's guarantees.

VIII. Liability Limitations and Indemnification

1. Our assumption of liability beyond the scope of application of the Product Liability Act shall be limited to intent or gross negligence.

Any liability for slight negligence, the compensation for consequential damages, financial losses, not accrued savings, losses in interest and for damages arising out of third parties' claims towards the customer shall be excluded explicitly.

2. The aforementioned liability limitations shall not apply to any physical injuries and damages to health for which we may be held responsible or in the event of the loss of the customer's life.

Where consumers are concerned, the aforementioned liability limitations shall further not apply to damages of items handed over to us for processing.

3. We shall only assume liability and be held responsible for the contents published on our online shop's web site. Insofar as access to other web sites is made available through other links by us, we shall not be held responsible for any contents contained therein. We shall not adopt any external web sites' contents. Should we become aware of any illegal contents from external web sites, we shall block the access to such sites immediately.

IX. Data Protection

1. By making available our "Data Protection Information" we notify our customer of

- Manner, extent, duration and purpose of the collection, processing and utilisation of the personal data required for the execution of orders and billing;
- his or her right of revocation for creating and utilising his or her anonymous user profile for purposes of advertising, market research as well as an appropriate arrangement of our offer tailored to the individual needs.
- the forwarding of data to organizations and companies engaged by us that are committed to the compliance with the statutory data protection provisions for the purpose and for the duration of a creditworthiness check as well as the dispatch of the goods;
- the right to information free of charge regarding any personal data that have been saved in our database;
- the right of correction, deletion and blocking regarding his or her personal data that have been saved in our database;

2. Any collection, processing and utilisation of the personal data exceeding the scope of the provisions in sub-clause 1 shall require the explicit consent of the customer. The customer shall be given the opportunity to give his or her consent before expressing his or her intention of placing an order with us. The customer shall be entitled to revoke such consent at any time with future effect (cf. "Consent regarding Data Protection Provisions").

X. Final Provisions

1. This Agreement shall be governed by Austrian law.

The provisions governing the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply in respect thereof.

As far as consumers are concerned, such choice of law shall be applied only insofar as the granted protection is not deprived due to obligatory provisions of the country where the consumer has his or her habitual abode.

2. The legal venue for any disputes arising directly or indirectly out of this contract shall be deemed to be the Austrian local court competent as regards the subject matter and our registered office.

In cases where the customer is a consumer, such legal venue shall only be deemed to apply, if the customer has his or her residence, habitual abode or place of employment in said court district or if the customer resides abroad.

3. Should any provision of this Contract including the General Terms and Conditions applicable hereof concluded with the customer be or become entirely or partially ineffective, this shall not affect the effectiveness or enforceability of the remaining provisions of this Contract. The provision that has become entirely or partially ineffective shall be replaced with a new provision, the contents, meaning and purpose of which conform as far as possible economically and legally to those of the ineffective provision.

Consent regarding Data Protection Provisions

I hereby agree explicitly that any collection, processing and utilisation of my personal data which I (customer's name) have made available in the order screen may be carried out by the company TEWO for purposes of marketing towards myself as a customer, e.g. by setting up, among others, a customer file and database. This consent may be revoked by me at any time with future effect.

Identification of Provider

Masthead

TEWO

Wolfgang Temmel

International VAT number: ATU 27227701

Internet: <http://www.tewo.at/>

As of Dec.14th, 2007

Contact:

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Oberer Markt 22
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